

**CONTRACT FOR REPAIR AND IMPROVEMENT OF GUEST ROOMS  
AT LOWER GROUND FLOOR OF INTERNATIONAL HOUSE 1**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT, made and executed, by and between:

The **CAVITE STATE UNIVERSITY**, a public higher educational institution created and existing by virtue of Republic Act 8468, with office address at Indang, Cavite, and represented herein by its University President, **DR. HERNANDO D. ROBLES**, who is duly authorized for this purpose and herein referred to as the **UNIVERSITY**,

**AND**

**ENSA BUILDERS & CONSTRUCTION** a company duly organized and existing under the laws of the Republic of the Philippines, with office address at 73 Purok 1, Lagundi, Plaridel, Bulacan duly represented by its Authorized Representative, **MR. NIÑO S. ABUNDA** who is duly authorized for this purpose and herein referred to as the **CONTRACTOR**,

(Collectively referred to herein as the PARTIES)

**WITNESSETH:**

WHEREAS, the CAVITE STATE UNIVERSITY advertised the Invitation to Apply for Eligibility and to Bid for the project: **REPAIR AND IMPROVEMENT OF GUEST ROOMS AT LOWER GROUND FLOOR OF INTERNATIONAL HOUSE 1** in the PhilGEPS, in CvSU Website, and in CvSU Bulletin Board;

WHEREAS, the Approved Budget for the Contract (ABC) for the project is Three Million Ninety-Six Thousand One Hundred Nine Pesos & 63/100 (P 3,096,109.63);

WHEREAS, the pre-bidding conference was held on September 14, 2022. Eight (8) prospective bidders attended the pre-bidding conference, namely:

- 1) Vistabuild Construction Services
- 2) Maqueserg Construction and General Merchandise
- 3) Jeddai Construction
- 4) A.C. De Lara Construction
- 5) Ensa Builders & Construction
- 6) Mac-Ximum 7 Construction
- 7) R.A. Del Rosario Construction
- 8) R2A Construction

WHEREAS, four (4) prospective bidders purchased the bidding documents, namely: R.A. Del Rosario Construction, Ensa Builders & Construction, AGH Construction Corporation, and Jeddai Construction;

WHEREAS, the submission and opening of bids was conducted on September 28, 2022. Two (2) bidders submitted their bids, as follows:

- 1) R.A. Del Rosario Construction
- 2) Ensa Builders & Construction

WHEREAS, the opening of bids resulted as follows:

BIDDER	RESULT OF BIDDING	AMOUNT OF BID AS READ
1) RA Del Rosario Construction	"Eligible"	P 3,041,362.35
2) Ensa Builders & Construction	"Eligible"	P 2,835,833.80

WHEREAS, the result of the evaluation conducted by the Technical Working Group (TWG) are as follows:

BIDDER	AMOUNT OF BID AS CALCULATED	REMARKS
1) Ensa Builders & Construction	₱ 2,835,833.80	LCB
2) RA del Rosario Construction	₱ 3,041,362.35	2 <sup>nd</sup> LCB

WHEREAS, the evaluation of bid of the Lowest Calculated Bidder (LCB), Ensa Builders and Construction revealed the following:

- The offer submitted by Ensa Builders & Construction in the amount of 2,835,833.80 as calculated by the TWG is 8.41% lower than the ABC.
- Carpentry Works
  - Only 50% of the number of doors was offered. The offer is only 14 sets of each kind of door instead of the required 28 sets each.
- Plumbing Works
  - There are only 14 sets offered instead of the required 28 sets per plumbing fixture (water closet, lavatory and shower set).
- Electrical Works
  - There is no offer made in LED ceiling lamp 15W as emphasized in the bid bulletin.
  - The offer includes only 70 sets of 11W downlight (warm light) instead of 84 sets as stated in the bid bulletin.

WHEREAS, on October 14, 2022, Ensa Builders & Construction was notified of the above results;

WHEREAS, on October 14, 2022, Ensa Builders & Construction submitted its letter of reply confirming the inclusion of the missing materials without deviation on specification. They also submitted their post-qualification documents;

WHEREAS, the TWG conducted a post-qualification on Ensa Builders & Construction through interview of the technical persons of their on-going projects;

WHEREAS, Mr. Generoso Cabanacan, a representative from the Biological Manufacturing Division of Research Institute for Tropical Medicine-DOH, was all praises with the performance of Ensa Builders & Construction. He rated the contractor a score of 9 in the scale of 1-10, 10 being the highest.

WHEREAS, Architect Jhun Tenorio of Batangas State University-Pablo Borbon claimed that Ensa Builders & Construction works professionally and on time with high regard to safety of workers. According to him, the only negative comments he can say was that since the contractor is new and still not familiar with the standard format of their documents, revisions were common;

WHEREAS, Engr. Samantha Escobar, Senior Engineer of Housing Technology and Technical Research Department under the National Housing Authority rated the workmanship of Ensa Builders & Construction a 9, in a scale of 1-10, 10 being the highest;

WHEREAS, Post-Qualification Evaluation Report submitted by the TWG recommended to award the project to Ensa Builders & Construction;

WHEREAS, upon careful examination, validation, verification, and ascertainment, the proposal of Ensa Builders & Construction. was found responsive;

WHEREAS, **ENSA BUILDERS & CONSTRUCTION** complied with pertinent requirements set forth under Implementing Rules and Regulations of RA 9184;

NOW THEREFORE, the UNIVERSITY hereby awards to **ENSA BUILDERS & CONSTRUCTION** to undertake the **REPAIR AND IMPROVEMENT OF GUEST ROOMS AT LOWER GROUND FLOOR OF INTERNATIONAL HOUSE 1** in their bid amount of **TWO MILLION EIGHT HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-THREE PESOS & 80/100 (P 2,835,833.80)** subject to the following terms and conditions:

## ARTICLE I Contract Documents

1.1 The following documents shall constitute integral parts of this Contract, as fully to all intents and purposes, as if the contents thereof are incorporated and set forth herein:

- a. Approved Drawing/Plans;
- b. Approved Technical Specifications;
- c. Detailed Estimates;
- d. Bidding Guidelines, Bid Bulletins, Post-Bid Bulletins and University's instructions issued during Bidding;
- e. Performance Bond;
- f. Recommendation of BAC to award the Contract;
- g. Notice to Proceed
- h. All relevant documents/Communication in the execution of this Contract;
- i. Other pertinent documents as the UNIVERSITY may reasonably require.

1.2 The parties hereto may execute such other documents relating to the Works after the execution of this Contract and such documents, when signed by the authorized representative of the parties shall also form part of the Contract Documents.

1.3 Any item mentioned in either the plans, specifications, bid documents, and not included in the other, shall be of the same effect as if mentioned in all and shall be deemed included and covered by this Contract. In case of doubt on some items or provisions in the plans, specifications and general conditions, and bid documents and this Contract, the matter shall be formally referred to the University for interpretation and resolution;

1.4 The CONTRACTOR shall make no change or alteration on the plans and specifications without the prior written approval of the UNIVERSITY. A mere act of tolerance shall not constitute approval.

1.5 The intent of the parties is the proper, satisfaction and timely execution and completion of the Project in accordance with the bid documents, plans, specifications and other documents issued during the bid. Consequently, all items necessary for the proper and timely execution and completion of the Project shall be deemed included in the Works. Works not covered in these documents will not be required unless it is consistent herewith and is reasonably inferable there from being necessary to produce the intended results.

## ARTICLE II Scope of Work

2.1 The CONTRACTOR, in consideration of the payment to be made by the UNIVERSITY as specified herein, hereby covenants and agrees to execute and complete the **REPAIR AND IMPROVEMENT OF GUEST ROOMS AT LOWER GROUND FLOOR OF INTERNATIONAL HOUSE 1** following the relative percentage weight in all items of work prepared by the UNIVERSITY at its own cost and expense, and to fully and faithfully furnish all materials, labor, tools, supplies, equipment and superintendence required for the

DR. HERNANDO D. ROBLES  
University President

MR. NIÑO S. ABUNDA  
Authorized Representative, Ensa  
Builders & Construction

DR. PATRICK GLENN C. ILANO  
Manager, Hostel Tropicana

MS. ASUNCION R. REYES  
Officer-in-Charge, Financial  
Management Services

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completion of the PROJECT in conformity in all respect with the provisions of this Contract.

2.2 The UNIVERSITY shall exercise the right to approve the materials and workmanship of the CONTRACTOR and require the latter that only materials conforming to the specifications and equipment complying with the required standards of quality as detailed in the specifications to be used in the Project and reject those which do not conform thereof or which are defective. Toward this end, the CONTRACTOR is obliged to furnish for approval by the UNIVERSITY, samples of materials for examination and/or testing.

2.3 The UNIVERSITY shall have the right to inspect the work being done by the CONTRACTOR to ensure that the same is being done properly in accordance with the prescribed plans and specifications. Work that will be covered before it is done should be first presented to the UNIVERSITY for inspection and work covered without such presentation and inspection maybe ordered uncovered at the CONTRACTOR'S expense. Work found not to have been done correctly shall be condemned and ordered re-done. Even if work had passed inspection, but before final acceptance, if the UNIVERSITY suspects that the work was done not in accordance with the plans and specifications, it may be removed or even torn down and the CONTRACTOR shall be obliged to comply with this order. If the inspection would later show that the works was not correctly done, the CONTRACTOR shall shoulder the cost of removal and reconstruction.

### ARTICLE III Consideration

3.1 For and in consideration of the full, satisfactory and faithful performance by the CONTRACTOR of all its undertakings defined in and provided for under this Contract, the UNIVERSITY agrees to pay the CONTRACTOR the total amount of **TWO MILLION EIGHT HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-THREE PESOS & 80/100 (P 2,835,833.80)** Philippines Currency, inclusive of the twelve percent (12%) value added tax (VAT).

3.2 The above-mentioned Contract Price is deemed to have taken full account of all requirements, whether expressed or implied, covered by all parts of the documents. The Contract Price shall be understood to include the furnishing of materials, labor, supervision, plant, equipment, tools, and other facilities, which may be deemed necessary or proper for the execution and completion of the Project as accepted by the UNIVERSITY. It shall also include profits, including but not limited to all direct and indirect expenses and all incidental, contingent costs, overheads, allowances, taxes, duties, insurances and risks, equipment commitment, delivery expenses, survey and inspection costs, as well as inflation, foreign exchange rate changes, fuel price hikes, changes in local and foreign market conditions, and all other costs necessary for the timely completion and acceptance of the Project.

3.3 The Contract Price shall remain a firm, unalterable lump sum bid price, which shall not be subject to escalation.

3.4 There shall be no labor escalation for this package. It is understood that the Contractor has already taken into consideration all possible government mandated labor escalation.

### ARTICLE IV Performance Security

4.1 Contemporaneous with the signing of this Contract, the CONTRACTOR shall, as guarantee for the faithful performance of its Obligations/undertakings under this Contract, post a Performance Bond in the form of **Surety Bond** in an amount equivalent to **THIRTY PERCENT (30%)** of the Contract Price or **Eight Hundred Fifty Thousand Seven Hundred Fifty Pesos & 14/100 (P 850,750.14)**.

4.2 The performance Bond shall be posted in favor of the UNIVERSITY and shall guarantee the payment of the amount thereof as penalty in the event it is established that the CONTRACTOR is in default in its obligations/undertakings hereunder.

DR. HERNANDO D. ROBLES  
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Builders & Construction

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Management Services

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Witness, Ensa Builders & Construction

4.3 The effectivity of the Performance Bond shall be co-terminus with the final acceptance of the PROJECT.

4.4 The right of any individual, firm partnership, or association supplying the CONTRACTOR with labor and/ or materials for the prosecution of the PROJECT, to institute action against the bond pursuant to the provisions of Act. No. 3860 is hereby acknowledged and confirmed.

#### ARTICLE V Completion Time

The contractor shall perform and complete all the works specified in this Contract within **sixty (60) calendar days** from effectivity date indicated in the Notice to Proceed.

#### ARTICLE VI Partial/Progress Payments/Retention

6.1 The CONTRACTOR may request for first partial payment only after it has accomplished twenty percent (20%) of the PROJECT, as certified to by the PROJECT Inspector of the UNIVERSITY.

6.2 Succeeding payments known as "*progress payments*", based on the completion of the PROJECT, not more than once each month, verified by and certified to by the UNIVERSITY's project inspector, including first partial payment, are subject to ten percent (10%) retention referred to as "*retention money*". Such retention money shall be based on the total amount due the CONTRACTOR and shall be retained from every payment until fifty percent (50%) of the value of the works as determined by the UNIVERSITY, has been completed.

6.3 To effect first partial and/or progress payments, the CONTRACTOR shall submit its written request to the UNIVERSITY which shall be supported with affidavits attesting that all materials and labor pertaining to the PROJECT accomplishments have been paid and that its construction was in accordance with this CONTRACT.

6.4 All payments by the UNIVERSITY to the CONTRACTOR under this Contract shall be subject to all pertinent provisions of existing accounting, auditing, and other laws, rules and regulations.

6.5 The UNIVERSITY shall have the exclusive option of granting a request for extension and determining the extension period.

6.6 The foregoing provisions notwithstanding no extension of the Contract Period shall be granted in the following instances:

- a. Ordinary unfavorable weather conditions or monsoon rains; or
- b. Non-availability of laborers, supervisors, equipment or materials, including power, water and other utilities; or
- c. Labor problems, including strikes, slowdowns, pickets, or lock-outs, involving the CONTRACTOR's employees, workers or personnel or those of its Sub-Contractors, agent, or supplier; or
- d. Disputes of the CONTRACTORS with its materials men and suppliers.

6.7 The foregoing provisions notwithstanding, no extension of the Contract Period, even if granted or allowed by the UNIVERSITY, shall be valid unless and until the CONTRACTOR causes or secures the corresponding extensions of the bonds and insurances required under this Contract in favor of the UNIVERSITY;

6.8 The CONTRACTOR shall not enter into any sub-contracting scheme in any phase of the awarded project.

6.9 Project Engineer in-charge shall be deployed by the CONTRACTOR during

DR. HERNANDO D. ROBLES  
University President

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Builders & Construction

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the implementation period, with full authority to communicate and deal with University counterpart.

6.10 Upon receipt of the NOTICE OF AWARD, the CONTRACTOR shall immediately submit acceptance letter together with all the necessary documents for the preparation of the contract.

6.11 Upon receipt of the NOTICE TO PROCEED, the CONTRACTOR shall immediately start mobilization, request for fifteen percent (15%) mobilization fund and consequently the implementation of the project.

#### ARTICLE VII Liquidated Damages

For each calendar day of delay in the completion of the PROJECT, the CONTRACTOR hereby agrees to pay to the UNIVERSITY liquidated damages, not by way of penalty, in the amount equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay. To be entitled to such liquidated damages, the UNIVERSITY does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due, or which may become due, to the CONTRACTOR under the Contract and/or from the Performance Bond, whichever is convenient to the UNIVERSITY.

#### ARTICLE VIII Contractor's Representations and Warranties

8.1 The CONTRACTOR recognizes the trust and confidence reposed upon it by the UNIVERSITY and agrees to perform its obligations hereunder in the most efficient and competent manner, using its skill and judgment, always in good faith, and carry on the execution of this Contract in the most sound, expeditious and economical manner consistent with interests of the UNIVERSITY.

8.2 The CONTRACTOR shall provide everything necessary or appropriate towards the proper deliveries and completion of the Project according to the true intent and meaning of the drawings, plans and specifications and other Contract Documents taken together, whether the same may or may not be particularly shown on the drawings or described in the specifications, provided that the same is reasonably inferred therefrom. If the CONTRACTOR finds any discrepancy in the drawings and specifications, the CONTRACTOR shall immediately refer the same to the UNIVERSITY who shall finally decide the matter. It is understood that the CONTRACTOR anticipated such discrepancies in the plans, specifications and the actual conditions during the bidding and before the awarding of the services contemplated herein.

8.3 The CONTRACTOR warrants that all materials, facilities and equipment utilized in the PROJECT under this Contract are brand new, free from defects, and strictly in accordance with Technical Specifications. The CONTRACTOR undertakes at its own expense to undertake all repairs and/or replacement of materials, facilities and equipment or parts thereof, which are found by the UNIVERSITY to be defective and which are brought to the attention of the CONTRACTOR within thirty (30) days from the discovery thereof and within one (1) year from the acceptance of the PROJECT. Any defect in the PROJECT brought to the attention of the CONTRACTOR as provided herein shall be corrected or replaced without any additional cost on the part of the UNIVERSITY.

8.4 The CONTRACTOR represents that it had and shall maintain throughout the period of this Contract, adequate capitalization, financial capability, technical know-how and manpower to undertake and complete the Project.

8.5 The CONTRACTOR warrants that it shall have obtained any and all clearances and approvals from the proper authorities in accordance with its undertaking, if necessary or required.

8.6 The CONTRACTOR shall put up and maintain adequate protection of all its works from damages and shall protect the property and equipment which may be found in

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the site of the Project, whether owned by, rented or turned over to the UNIVERSITY.

8.7 The CONTRACTOR shall be responsible for all damages to, and for the necessary repair of private streets, sidewalks, curbs, and pavements, developments by other entities and other properties, whether public or private occasioned by their use or opening in connection with or as a consequence of the works that are attributable to the CONTRACTOR; shall make good the same to the lawful satisfaction of the proper authorities or party; and hereby holds the UNIVERSITY free and harmless from any such damage or repair.

8.8 The CONTRACTOR shall hold the UNIVERSITY free and harmless against any claim for losses, damages or inquiries of whatever kind or nature that may be filed or claimed against the UNIVERSITY, any third person, firm or entity arising out of, or in connection with the construction undertaken by the CONTRACTOR under this Contract.

8.9 Prior to the release of Performance Bond, the CONTRACTOR shall furnish the UNIVERSITY with a Guarantee Bond, issued by the Government Service Insurance System or any insurance company duly recognized by the government, in the amount equivalent to ten percent (10%) of the contract amount, including the costs of additional or extra works, if any, payable to the UNIVERSITY to answer for any loss, damage, injury or deficiencies in the CONTRACTOR's work, within a period of one (1) year, from the date of final acceptance of the PROJECT by the UNIVERSITY.

8.10 The CONTRACTOR warrants that he has not given, nor promises to give, any money, gifts, or other valuable consideration, to any official or employee of the UNIVERSITY to secure the award of this Contract.

#### ARTICLE IX Termination of Contract

9.1 In case that the delay in the completion of the work exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the contractor, the procuring entity concerned may rescind the contract, forfeit the contractor's performance security and takeover the prosecution of the project or award the same to a qualified contractor through negotiated contract.

9.2 In no case however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the contract shall automatically be taken over by the procuring entity concerned or award the same to a qualified contractor through negotiation and the erring contractor's performance security shall be forfeited. The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that the contractor shall pay the government under the provisions of this clause and impose other appropriate sanctions.

9.3 The UNIVERSITY may terminate this Contract without incurring any liability whatsoever to the CONTRACTOR by giving fifteen (15) days notice in writing to the CONTRACTOR upon any of the following grounds:

9.3.1 The CONTRACTOR, without just cause, violated any of the conditions of this Contract or any Contract Documents, or any of its warranties under this Contract and fails to cure such violation within a period of five (5) days from written demand of the UNIVERSITY.

9.3.2 The CONTRACTOR abandons the Project without any just cause or assigns the execution of the works or any portion thereof to other parties without the prior written consent of the UNIVERSITY.

9.3.3 The CONTRACTOR fails or refuses, without just cause to continue works on the Project by reason of any disagreement with the UNIVERSITY.

9.3.4 The CONTRACTOR fails to execute the Project in good faith, or in accordance with the plans and specifications.

9.3.5 The CONTRACTOR files a petition for suspension of payment or for insolvency, or is placed under receivership, or goes to

DR. BERNARDO D. ROBLES  
University President

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Authorized Representative, Ensa  
Builders & Construction

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Manager, Hostel Tropicana

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involuntary liquidation, or enters into an arrangement or assigns its assets or its Contract in favor of any of its creditor/s.

9.3.6 The CONTRACTOR fails, despite repeated demands of the UNIVERSITY or its representative, to replace and/or provide qualified superintendents, competent workmen, or appropriate material acceptable to the UNIVERSITY.

9.4 In the event of termination of this CONTRACT by reason of default on the part of the CONTRACTOR, the UNIVERSITY may takeover and complete the works and/or arrange for any other contractors to do so. The CONTRACTOR shall then remove its equipment and temporary works from the PROJECT site within 30 days from its receipt of the notice of termination or as soon as practicable from receipt of such notice. Upon the notice of termination, the UNIVERSITY may withhold any amount owing to the CONTRACTOR at the time of termination for services already rendered and/or materials delivered and taken over by the UNIVERSITY and until the extra costs of completion of the unfinished works and/or remedying of any defects in the CONTRACTOR'S work as reasonably incurred and substantiated by the UNIVERSITY, and any liquidated damages for delay which have accrued prior to termination have been established as due against the CONTRACTOR. After recovering any such ascertained cost and damages, the UNIVERSITY shall release and pay the CONTRACTOR whatever balance from the amount withheld by the UNIVERSITY which was then due CONTRACTOR at the time of termination.

9.5 The UNIVERSITY is entitled to be indemnified by the CONTRACTOR for any and all losses, claims, demands, suits, actions, recoveries, and judgment of every nature and description brought or recovered against the UNIVERSITY to the extent that they arise from the execution of the Works by the Contractor or by reason of any act or omission of the CONTRACTOR, its agents or employees.

9.6 The UNIVERSITY may suspend or discontinue the execution of the Project by reason of problems encountered whatever may be its cause. In such a case, the CONTRACTOR shall be entitled to due compensation for Work accomplished to the satisfaction of the UNIVERSITY up to the time this Contract is rescinded, terminated or cancelled. Upon payment of the due compensation to the CONTRACTOR, the parties hereto shall be mutually released of all further obligations under this Contract.

## ARTICLE X Other Covenant

10.1 Prior to the execution of the Project, the CONTRACTOR shall furnish the UNIVERSITY with a list of its personnel who will be working at the Project site. The UNIVERSITY reserves the right to reject or ask for the replacement of any of said personnel.

10.2 It is expressly and manifestly understood and agreed upon that all employees and/or workers of the CONTRACTOR are not employees and/or laborers of the UNIVERSITY. Neither is there an employer-employee relationship between the UNIVERSITY and the CONTRACTOR.

10.3 In the performance of the work subject of this Contract, the CONTRACTOR shall observe all labor laws, rules and regulations promulgated by the government of the Republic of the Philippines and by the Department of Labor and Employment and shall be fully and solely liable for any and all violations of the same.

10.4 The CONTRACTOR shall take all the necessary precautions for the safety of its employees and shall comply with all the applicable provisions of the safety laws and Building Code of the Philippines to prevent accidents or injuries to persons in or about or near the premises where the work is being performed.

10.5 The CONTRACTOR's personnel shall:  
a. Abide by the rules and regulations of the UNIVERSITY, and  
b. Wear their prescribed uniforms while inside the UNIVERSITY premises.

10.6 The CONTRACTOR shall adopt the relative weight percentage set by the

DR. HERNANDO D. ROBLES  
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UNIVERSITY in the Approved Budget for the Contract (ABC).

10.7 All public utilities used by the CONTRACTOR in the construction of the Project, such as electricity, water, telephone, etc. shall be for the sole account of the CONTRACTOR.

10.8 The CONTRACTOR shall clean/level the construction perimeter area after the completion of the Project and prior to its acceptance.

#### ARTICLE XI

##### Applicability of the Provisions of Law and Regulations

The provisions of RA No. 9184 and its implementing rules and regulations, as amended, shall apply to matters not provided for in this contract.

#### ARTICLE XII

##### Effectivity

This Contract shall take effect upon approval of proper authorities.

IN WITNESS WHEREOF, the parties have signed this Contract to undertake the **REPAIR AND IMPROVEMENT OF GUEST ROOMS AT LOWER GROUND FLOOR OF INTERNATIONAL HOUSE 1** at Cavite State University, Municipality of Indang, Province of Cavite, this JAN 24 2023.

#### ENSA BUILDERS & CONSTRUCTION CONTRACTOR

By:

  
**MR. NINO S. ABUNDA**  
Authorized Representative

#### CAVITE STATE UNIVERSITY UNIVERSITY


By:

  
**DR. HERNANDO D. ROBLES**  
University President

#### SIGNED IN THE PRESENCE OF:

  
**MR. NORMAN S. ABUNDA**  
Witness

  
**DR. PATRICK GLENN C. ILANO**  
Manager, Hostel Tropicana

  
**DR. CAMILO A. POLINGA**  
VP, Administrative and Support  
Services

  
**MS. ASUNCION R. REYES**  
Officer-in-Charge, Financial  
Management Services

## ACKNOWLEDGEMENT

Republic of the Philippines }  
S.S.

ANTIPOLO CITY

FEB 17 2023

In the Municipality of \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2023 personally appeared before me:

**DR. HERNANDO D. ROBLES**, in his capacity as President of **CAVITE STATE UNIVERSITY**, with Passport No. P8501269B issued at DFA Dasmariñas, on December 18, 2021 valid until December 17, 2031.

**MR. NIÑO S. ABUNDA**, in his capacity as Authorized Representative of **ENSA BUILDERS & CONSTRUCTION**, with Non-Professional Driver's License No. D16-06-002775, valid until November 20, 2023.

Known to be and to me known to be the same persons who executed the foregoing Contract for the **REPAIR AND IMPROVEMENT OF GUEST ROOMS AT LOWER GROUND FLOOR OF INTERNATIONAL HOUSE 1** and they acknowledge to me that the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the entities they respectively represent.

This contract, consist of **ten (10) pages**, including the page on which this Acknowledgement written, was duly signed by the parties and their instrumental witnesses on each page thereof.

WITNESS MY HAND AND OFFICIAL SEAL, at the place and on the date first above written.

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Book No. XVIII  
Series of 2023.

NOTARY PUBLIC  
MARCELO P. PABLO

ANTIPOLO, TAYTAY & CAINTA  
UNTIL DEC. 31, 2024, ATTY'S ROLL NO. 34595  
APPOINTMENT NO. 23-04, RTC OF ANTIPOLO CITY  
PTR NO. 8673605/1-3-2023  
IBP NO. 00828 (LIFETIME) - RIZAL/ISSUED ON 7-5-1996  
MCLE COMPLIANCE NO. VII-0008482/REISSUED ON 10-12-2022  
UNIT 12ND FLOOR, STA. RITA BLDG., MEDLINE NO. 3 P. BURGOS ST.,  
3RGY. SAN JOSE, ANTIPOLO CITY, TEL. NO. 02-8630-3969

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